

**Agreement in Lieu of Stop Order**  
**(5000)**  
**(May 1988)**

CALIFORNIA DEPARTMENT OF FORESTRY  
FOREST PRACTICE LITIGATION COORDINATOR  
1416 NINTH STREET, ROOM 1516-30  
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TELEPHONE: (916) 323-5158

BEFORE THE DIRECTOR OF  
THE DEPARTMENT OF FORESTRY  
STATE OF CALIFORNIA

In the matter of )  
                              )  
                              )  
                              )  
                              )  
RESPONDENT )

DF \_\_\_\_\_  
  
AGREEMENT IN LIEU OF  
  
A STOP ORDER RE:  
  
TIMBER HARVESTING PLAN

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## **PART I: IDENTIFICATION OF PARTIES**

- A. The California State Department of Forestry and Fire Protection, hereinafter referred to as the Department, is the State agency charged with the administration and enforcement of the Z'berg-Nejedly Forest Practice Act of 1973 as amended (Public Resource Code Sections 4511, et seq.), hereinafter referred to as the Act.
- B. \_\_\_\_\_, Hereinafter referred to as the Respondent, is the person responsible for compliance with this Agreement, as described in Section 4602.5(d) of the Public Resources Code.

## **PART II: PURPOSE OF AGREEMENT**

Department and Respondent individually enter into this Agreement to terminate a STOP ORDER issued on specific timber operations being conducted under Timber Harvesting Plan \_\_\_\_\_. This Agreement provides for compliance with the Act and the rules and regulations of the Board of Forestry, hereinafter referred to as the Rules. The Agreement allows the Respondent to continue timber operations if the corrective measures described in Part V of this Agreement are completed and the performance bond or cash deposit required in Part VIII of this Agreement is provided. It is the further purpose of the Department to protect the environment and timberland productivity during the harvesting of the remaining timber on said lands.

## **PART III: LANDS SUBJECT TO AGREEMENT**

The land described below is a portion of the lands designated in Timber Harvesting Plan \_\_\_\_\_ and is hereby included and made subject to this Agreement. Such land comprises approximately a \_\_\_\_\_ acre portion of the Portion \_\_\_\_\_, Section \_\_\_\_\_, Township \_\_\_\_\_, Range \_\_\_\_\_, \_\_\_\_\_ Base and Meridian, located in the County of \_\_\_\_\_, depicted in Exhibit A.

#### **PART IV: DESCRIPTION OF VIOLATIONS**

In conducting timber operations on Timber Harvesting Plan \_\_\_\_\_, the Respondent violated \_\_\_\_\_ District Rules as follows, and within the areas identified in Exhibit A.

- (a) Title 14, California Code of Regulations, Section 1035.2 - Timber operator did not conduct timber operations as described in Timber Harvesting Plan \_\_\_\_\_. The Commercial Thinning Silvicultural Method as described in Title 14, California Code of Regulations Section 913.1, was the approved silvicultural method, but the actual cutting practices resulted in the effect of a clear-cut as described in Title 14, California Code of Regulations, Section 913.5.
- (b) Continue listing all violations in this format and show approximate locations on Exhibit A with alphabetical reference from this section. Letters in PART V must correspond to this section.

#### **PART V: CORRECTIVE MEASURES**

The violations described in PART IV of this Agreement and the damage resulting therefrom shall be compensated for by taking the following corrective action:

- (a) The area harvested in a manner that resulted in the effect of a clear-cut shall be restocked during the 1982-83 planting season. The area shall be planted on a ten-foot-by-ten-foot (10' x 10') spacing, with 1-0 ponderosa pine seedlings from a suitable seed source. They shall be protected from animal damage by staking one-foot (1') vexar tubes on each seedling. The area shall be prepared for planting by windrowing logging slash on the contour with fifty feet (50') between the rows and then burning the windrows after the first storm with one inch (1") or more precipitation. The burning shall only be done after the proper burning permits have been obtained. The site preparation and planting shall be done under the supervision of a Registered Professional Forester who, after completing the task, shall certify in writing that the work was done in a workmanlike manner.
- (b) Continue listing all violations in this format and show approximate locations on Exhibit A with the alphabetical references from PART IV. Letters in PART IV must correspond to this section.

## **PART VI: PERMISSION TO INSPECT**

At all times during the duration of this Agreement, the Department shall be permitted access to the property designated in Exhibit A for the purpose of inspecting said property, and the operation being conducted thereon to ascertain whether there are any violations of the Act, the Rules, or of the terms of this Agreement. Access shall likewise be provided to determine whether the required corrective measures are taken for any violations that occur.

If said corrective measures are not performed within a reasonable time period as designated by the Department, then the Department shall be permitted access to said property for the purpose of performing the required corrective measures as deemed necessary to bring timber operations into compliance with this Agreement and with the applicable requirements of law.

## **PART VII: AMENDMENTS**

If, for any reason, amendments to the Agreement should be necessary, the Respondent shall submit such amendments in the same manner as amendments are regularly submitted for timber harvesting plans. The designee of the Director of the Department shall have sole discretion whether or not to approve such amendments. There shall be no amendment to add any area to be harvested under the terms of this Agreement.

All correspondence pertaining to this Agreement initiated by any of the parties hereto shall use the following reference identification:

THP \_\_\_\_\_  
(DF \_\_\_\_\_).

## **PART VIII: PERFORMANCE BOND/CASH DEPOSIT**

The Respondent shall provide to the Department within five (5) days from the date of execution of this Agreement a bond or deposit guaranteeing that \_\_\_\_\_ will remain payable to the Department on its demand to guarantee faithful performance of this Agreement. Said bond or cash deposit shall remain in full force and effect until the date of termination of all obligations that are to be performed by the Respondent by virtue of this Agreement. The obligations referred to shall include, but not be limited to, the corrective measures specified in PART V of this Agreement, and compliance with the Act and Rules. Said bond shall terminate when the Department approves the corrective work required in PART V of this Agreement and the Department determines that all timber operations conducted subject to this Agreement are currently in compliance with the Act and Rules. Should future violations requiring remedial action occur, the Department shall notify the Respondent of the nature of the violations and the remedial work required. The Department shall likewise provide Respondent with an opportunity to perform necessary corrections of future violations of the Act and Rules within a reasonable time period of not less than fifteen (15) days from the date notification is mailed to the Respondent.

In the event that corrections are not satisfactorily performed within the reasonable time period provided by the Department, or the corrective measures in PART V are not completed, the Department may, at its option, arrange to have said corrections made. The expense of accomplishing the corrective measures specified in PART V of this Agreement shall be paid from the bond provided by the Respondent. The Department shall have recourse by way of civil action against the Respondent for any amounts in excess of said bond. Failure to provide the required bond within five (5) days after the date on which the Agreement is executed shall void the Agreement. If the Agreement is voided for this reason, the original Stop Order, DF \_\_\_\_\_, shall become effective for the remainder of the original time period allowed in Section 4602.5 of the Public Resources Code. No timber operations may be conducted on the lands described herein until the bond or deposit has been provided.

## **PART IX: EFFECTIVE PERIOD**

This Agreement shall terminate on \_\_\_\_\_, or when the Department has found all corrective measures described in PART V of this Agreement to be satisfactorily completed, and all timber operations conducted subject to this Agreement are in compliance with the Act and Rules.

EXECUTED THIS DATE \_\_\_\_\_

Designee for the \_\_\_\_\_  
DIRECTOR,  
CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION

AT \_\_\_\_\_

EXECUTED THIS DATE \_\_\_\_\_

\_\_\_\_\_  
RESPONDENT

AT \_\_\_\_\_

\_\_\_\_\_  
TITLE

## INSPECTION CONDUCTED

Non-correctable violation with potential for imminent and substantial damage observed by inspector

If inspector is For/Rgr 1, he/she will contact a For 11  
For STOP ORDER issuance

For I will conduct inspection and confer with Region and Director's staff

[illegible]

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